

SUMMARY OF ORIGINAL DECLARATION OF CONDOMINIUMS

Creates the Pheasant Run Condominiums with initial intent to construct 7 fourplexes, pool, cabana, associated private streets, parking, and walkways.

Section 4 defines the boundaries of each unit and specifically states each unit owns plumbing pipes, HVAC and associated duct work, TV Cable, fireplace box, metal flues, windows, exterior lights, and exterior doors with locking system.

Section 5 reserves right to expand up to 124 units (Note: completed construction configuration is 102 units) by filing amendments to the original Declaration.

Provides that the basement of 5861 is part of the undivided interest common area (like pool and streets).

Section 6 provides that patios and decks are limited common area for exclusive use of the adjoining unit.

Section 7 defines common areas, and empowers Board to create Rules for the pool that are to be part of the ByLaws and attached to the Declaration. Provides for suspension of use of pool for failure to pay dues.

Section 8 restricts ownership and leasing which was subsequently slightly rewritten with Amendments 16 and 17.

Section 9 and 10 authorizes HOA Board to provide public liability and property damage insurance. Policy must be at least \$100K for injury to any one person, \$300K for injury to more than one person in any one incident, and \$20K for property damage on any one occurrence. Board may also at their discretion, authorize and procure errors and omissions insurance on any or all of the Directors/Offices of the Board. Can also by Workman's Comp insurance as may be needed.

Insurance on each structure is equal to the maximum insurable replacement value of structure excluding foundation replacement costs. Insurance is reviewed each year by the Board and available for review by Unit Owners.

Loss proceeds from Insurance company are held for the benefit of the owners and payment is at the discretion of the Board. If there are excess proceeds over cost of repair, that excess is:

- a.) Applied to the general HOA fund if repair was to the common Area or
- b.) Distributed to Owners if repair to a Unit.

If repair costs exceed the proceeds, unit Owner pays the difference. Or if repair to the Common Area, a special assessment may be established for all Owners.

Board should employ a licensed architect or engineer to certify that repairs have been properly completed prior to disbursement of funds to third party.

Unit Owners are required to buy additional insurance including public liability insurance to cover accidents or injuries to persons or property occurring within their own unit, patio, or deck. Owners should also have property insurance for all improvements within their unit (walls, windows, pipes, fixtures, appliances, etc). Owners should have “home owners” insurance to cover personal property (TV, Jewelry, Clothes, Furniture, etc), and additional living expenses (hotel room during required vacancy, etc). Proof of proper insurance must be provided to the HOA on request. (Note: Owners are encouraged to read sections 9 and 10 of the Original Declaration in their entirety).

Section 11 deals with Insurance Proceeds must be used for repair unless otherwise approved by 2/3 vote of the HOA membership.

Section 12 deals with easements.

Section 13 addresses Restrictions on Use and Occupancy (Note: modified by Amendment 17)

- Meant to be single family homes
- Household pets allowed, but not for breeding and they can not be a nuisance.
- Unit Owners maintain their property and surrounding properties (i.e., lights, decks, patios) in good repair and clean appearance.
- Nothing attached to outside such as awnings, signs, antennas, decorative materials, cables, etc., without the approval of the Board. Board has authority to remove and charge special assessment.
- No noxious, nuisance or other offensive activity.
- Do not impair structural integrity of the building.
- No clothes or laundry hung outside. Keep Unit/area clean and free of rubbish. No personal property in Common Areas (i.e., bikes, chairs, tables, toys) without approval of the Board.
- No parking of inoperable vehicles, boats, trailers, campers.
- Each unit is entitled to 2 parking spaces.

14.4 If owner finds damage that the HOA is responsible for, it will be repaired promptly.

14.6 No structural alterations can be made to units in areas maintained by the HOA (i.e, attic, basement, exhaust vents)

14.13 A majority of the Board can adopt Rules and Regulations.

16. Reciprocal Easements allow for access to patio for maintenance of the deck.

18. Persistent violation of Rules, Regulations, Covenants, can lead to law suit and forced sale.

19. Board or Agents may enter units for purposes of repair.

22. Failure to Enforce does not diminish the terms, covenants, rules, regulations, restrictions, etc.